

APPENDIX ANCILLARY EQUIPMENT

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. GENERAL TERMS AND CONDITIONS.....	3
3. ANCILLARY EQUIPMENT ITEMS	3
4. PRICING	5
5. BILLING.....	5
6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	5

APPENDIX ANCILLARY EQUIPMENT

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Ancillary Equipment provided by the applicable SBC Communications Inc. (SBC)-owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC CALIFORNIA** – As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
- 1.4 The prices at which **SBC CALIFORNIA** agrees to provide CLEC with Ancillary Equipment are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.5 This equipment can be ordered and used by the CLEC to enhance the capability and functionality of a UNE above the levels specified and defined in this Appendix between the CLEC and **SBC CALIFORNIA**.
- 1.6 Many of the products contained in this Appendix will be used in conjunction with **SBC CALIFORNIA** provided UNEs, and must be ordered accordingly.

2. GENERAL TERMS AND CONDITIONS

- 2.1 The CLEC is solely responsible for all services provided to the CLEC's End User customers over the items used by the CLEC in this Appendix.
- 2.2 **SBC CALIFORNIA** is responsible only for the installation, operation and maintenance of the ancillary equipment originally defined and ordered by the CLEC. **SBC CALIFORNIA** is not responsible for the proper functioning of the Telecommunication Services provided by the CLEC through the use of the ancillary equipment.
- 2.3 The ancillary equipment items contained in this Appendix must be ordered with specificity.
- 2.4 Items contained in this Appendix are only available where they are currently deployed in the **SBC CALIFORNIA** network and where spare capacity exists.
- 2.5 The ancillary equipment provided by **SBC CALIFORNIA** under the provisions of this Appendix shall remain the property of **SBC CALIFORNIA**.
- 2.6 Where ancillary equipment is provided to CLEC and is for any reason disconnected, the individual ancillary equipment shall be made available to **SBC CALIFORNIA** for future provisioning needs, unless the ancillary equipment is disconnected in error.
- 2.7 Any changes or rearrangements of the ancillary equipment shall constitute a new request and applicable non-recurring and service order charges apply.

3. ANCILLARY EQUIPMENT ITEMS

- 3.1 Analog Bridging
 - 3.1.1 This will be for the bridging of three or more **SBC CALIFORNIA** analog loop UNEs.
 - 3.1.2 Bridging is available only where **SBC CALIFORNIA** currently has analog bridging equipment deployed.

- 3.1.3 Analog bridging is available on 2-wire and 4-wire analog loops.
- 3.1.4 Analog bridging will require a 2-wire or a 4-wire Master Leg Plug and a corresponding 2-wire or 4-wire Analog Bridge Plug will be needed to complete the bridging arrangement.
- 3.1.5 Analog Bridging is only to be used with local switched services and will only be offered where available as defined in the NECA FCC Tariff 4, Sections 7 and 16.
- 3.1.6 The CLEC will be responsible for ordering the analog bridging and the UNEs to be connected to the arrangement with specificity.
- 3.2 Program Audio Hubbing
 - 3.2.1 **SBC CALIFORNIA** will provide bridging for three or more voice grade UNE loops, capable of carrying an audio transmission signal.
 - 3.2.2 Audio hubbing equipment will be made available to CLECs where the equipment is currently deployed in the **SBC CALIFORNIA** network and where spare capacity and inventory exists.
 - 3.2.3 **SBC CALIFORNIA** will make audio hubbing arrangements available in a single **SBC CALIFORNIA** central office or multiple **SBC CALIFORNIA** central offices.
 - 3.2.4 **SBC CALIFORNIA** will offer the following transmission frequencies:
 - 3.2.4.1 0.0 – 3.5 Khz
 - 3.2.4.2 0.0 – 5.0 Khz
 - 3.2.4.3 0.0 – 8.0 Khz
 - 3.2.5 The CLEC will be responsible for ordering the audio bridging and the UNEs to be connected to the hubbing arrangement with specificity.
- 3.3 Digital Cross Connect (DCS)
 - 3.3.1 **SBC CALIFORNIA** will make available to CLECs connectivity to the DCS where available.
 - 3.3.2 This connectivity to the DCS is only available where **SBC CALIFORNIA** has the technology deployed and spare capacity exists.
 - 3.3.3 This connectivity will allow DS1 UNE loops to be used in conjunction with Customer Network Reconfiguration service offered in this Appendix.
- 3.4 Custom Network Reconfiguration
 - 3.4.1 **SBC CALIFORNIA** will make termination of Unbundled Transport and DS1 capable loop to exiting DEXCS equipment where this equipment exists and spare capacity is available on the DEXSC for this termination.
 - 3.4.2 **SBC CALIFORNIA** will allow CLEC to order dedicated dial-up ports for access to the Customer Access Network to issue the reconfigure functionality.
 - 3.4.3 **SBC CALIFORNIA** will supply CLEC with Secure ID cards to access the Customer Access Network.
 - 3.4.4 CLEC must provide **SBC CALIFORNIA** with an administrative line for billing of the dedicated dial-up port.
 - 3.4.5 CLEC must provide their own terminal equipment and communications software to issue the reconfiguration request.
 - 3.4.6 Terminating existing DS1 capable loops and existing Unbundled Transport onto the DEXCS will result in new connect charges.
- 3.5 Loops on Copper or Fiber
 - 3.5.1 This offering allows the CLEC to determine whether existing facilities exist to provision the DS1 on copper as specified by the CLEC.

3.5.2 A facilities availability verification charge will be applicable for requests of this nature. CLEC pays the non-recurring charge for the facility availability verification process even if the specified medium is not available.

3.5.3 This service will only be offered where available and is intended for DS1 only.

3.5.4 Should **SBC CALIFORNIA** upgrade its network, **SBC CALIFORNIA** will not guarantee that DS1s provisioned on a particular medium will continue to remain on that medium if it is no longer available.

3.6 Diverse Routing

3.6.1 **SBC CALIFORNIA** will offer diverse routing in the same manner as outlined in **SBC CALIFORNIA** Tariff 128, Section 7.2.9 (d)(5).

3.6.2 Diversity is available in **SBC CALIFORNIA** central offices where **SBC CALIFORNIA** offers the Alternate Serving Wire Center (ASWC). A complete list of these **SBC CALIFORNIA** central office locations where ASWC is available as set forth in **SBC CALIFORNIA** Tariff 128.

3.6.3 **SBC CALIFORNIA** will designate the **SBC CALIFORNIA** alternate wire to be used for the diverse routing.

3.6.4 If diverse facilities are not available, the request will then be handled on an individual case basis and priced as such. Wholesale construction charges will also apply when applicable.

4. **PRICING**

4.1 Service order charges, change order charges and disconnect charges will apply when applicable.

4.2 All rates for ancillary equipment and associated charges can be found in the Appendix Pricing in the "Other (Network Elements) and Miscellaneous Equipment" category listed as "Ancillary Equipment".

5. **BILLING**

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. **APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS**

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.